



Manufactured home tenants

Know your rights



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As a tenant in a manufactured home park, you have many rights.

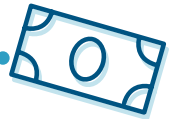
Security in your home



You have the right to:

- Live in appropriately maintained, sanitary, and safe conditions
- be free from discrimination
- sign a lease for at least a yearlong term before occupancy
- renew your lease each year
- not be evicted without court proceedings

Rent and security deposit



You have the right to:

- receive a receipt for your rent payments, unless you pay by personal check
- not have your rent increase more than once per year
- get a discount on your rent if you pay property taxes
- have your security deposit held in trust

Park rules and regulations



You have the right to:

- receive a copy of park rules and regulations, plus a written statement of all fees, when you begin occupancy
- have rules and regulations applied uniformly to you and all other park tenants
- not have any unreasonable, arbitrary, or capricious rules or regulations
- receive a written notice 30 days before any change in rules or regulations
- have a 10-day period to correct your violation of rules or regulations
- receive a 90-day written notice before any increase in fees, charges, or assessments

Tenants' organization

TENANTS'
RIGHTS

You have the right to:

- form or join a tenants' organization
- not be punished for complaining or joining a tenants' organization
- have the right of first refusal if your park goes up for sale

Services

You have the right to:

- have essential services at all times, including water, electricity, and heat
- receive reasonable notice of any planned disruption of services
- choose whomever you want as a serviceperson

Management of your own home

FOR
SALE

You have the right to:

- refuse to buy equipment from the owner of your park
- buy your manufactured home from whomever you want, whether you are a current or prospective tenant
- post a "for sale" sign on a manufactured home you own
- sell your manufactured home without having to remove it from your park

This guide provides an overview of the rights of tenants who occupy manufactured homes year round. It **does not apply** to seasonal parks often found in resort areas and used for campers and recreational vehicles (RVs).

The majority of manufactured home park (MHP) tenants own their manufactured homes and rent only the lot within the park where they are sited. If you own your home and rent the lot, you are both a homeowner and a tenant.



In this guide, we use the following terms:

Manufactured-home park (MHP): This is land used for the accommodation of three or more manufactured homes occupied for year-round living. (Real Property Law section 233(a))

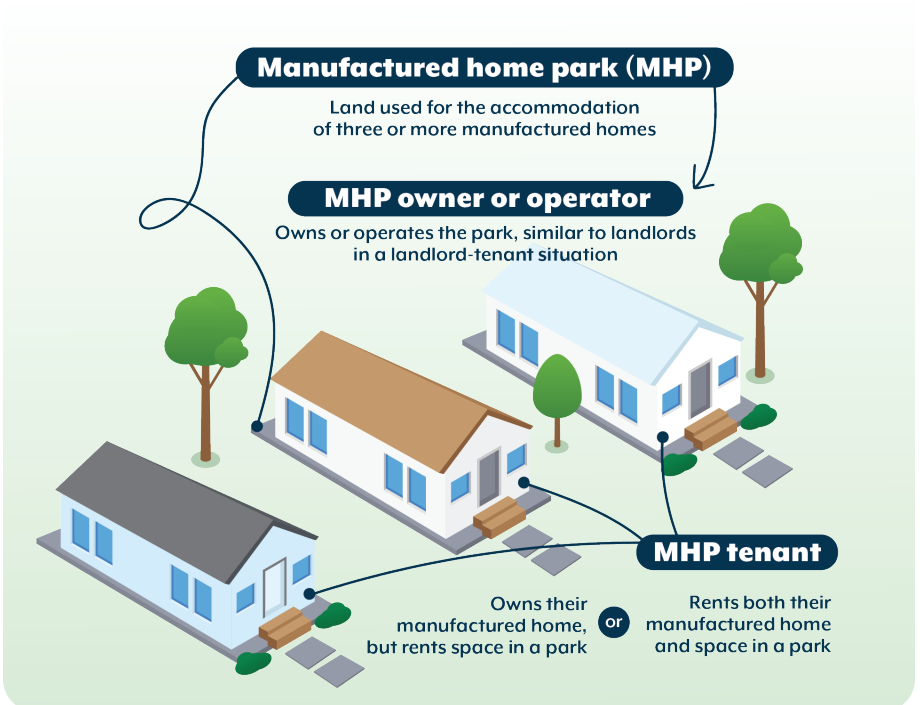
MHP tenant: This includes people who:

- own their manufactured home, but rent space in a park
- rent both their manufactured home and space in a park

MHP owner or operator: These people own or operate the park. They are similar to landlords in a landlord-tenant situation.

As a MHP tenant, your rights are mostly defined by the Real Property Law (RPL) section 233. This law was first enacted in 1974 and amended significantly by the Housing Stability and Tenant Protection Act of 2019. We cite this law and other applicable laws where they apply.

Most of the rights defined in this guidance are related to you as a **MHP tenant**. The last few sections discuss some of the rights you have as a **MHP home buyer or owner**.



Your protections against discrimination

You are protected from discrimination under federal, state, and local laws.

Under the **federal Fair Housing Act**, your MHP owner cannot discriminate against you because of your:

- race
- color
- national origin
- religion
- disability (physical or mental)
- sex
- familial status (presence of children under age 18) – unless the park is set up or maintained exclusively for people who are at least 62 years of age (24 CFR section 100.303) or, in limited circumstances, people who are at least 55 years of age (24 CFR section 100.304)

The **New York State Human Rights Law** covers all the same characteristics as federal law and also protects you against discrimination based on:

- creed
- age
- sexual orientation
- gender identity or expression
- marital status
- military status
- lawful source of income, including public or housing assistance, Social Security, supplemental security income, pension, child support, alimony, foster care subsidies, annuities, or unemployment benefits

Local governments may offer additional protections.

An MHP owner **cannot** refuse to lease a manufactured home or a lot in a park to you, refuse to renew your lease, or otherwise discriminate against you because of any of these characteristics.

Leases

Your lease is your most significant protection as an MHP tenant. Before moving into an MHP, you as a prospective tenant must be offered, in writing, the opportunity to sign a lease for a minimum of one year. All lease offers, including initial and renewal leases, must include a rider (document) regarding tenant rights. This document must be on a form approved by New York State Homes and Community Renewal (HCR).

Your lease does the following:

- ensures your right to remain for the duration of the lease
- sets the amount of the rent and the term of the lease (usually one year)

Your lease may also specify the amount of the fees, assessments, and other charges for the lease term.

Your lease must be provided in plain language. It must:

- use words with common and everyday meanings
- be clear and coherent
- contain clearly labeled sections
- use print that is large enough to read easily (General Obligations Law section 5-702; CPLR section 4544)

When you sign a lease, you have certain obligations as a tenant. You agree to:

- pay your rent in full and on time
- follow reasonable park rules and obey all federal, state, and local laws and ordinances that affect the health and safety of other residents (RPL section 233(e))

After your lease ends

The MHP owner is required to offer you the opportunity to renew your lease for another 12 months, which you must sign and return within 30 days. If the MHP owner does not offer a renewal lease, you are treated as a month-to-month tenant. You have the right to terminate your month-to-month tenancy by giving 30 days' notice.

Lack of lease

If an MHP owner or operator fails to offer you a lease as required by law, you have all the rights of a leaseholder. You cannot be evicted except for good cause. (RPL section 233(e)(4))

No undocumented cost increases

Your MHP owner cannot increase rent, utilities, or charges for facilities and services available to you unless they have offered you a lease as required by the law. (RPL section 233(g)(3))

Beware of unfair lease conditions

Some MHP owners ask prospective tenants to sign a lease on a take-it-or-leave-it basis. MHP owners are not required by law to use any particular lease and they may not agree to change certain lease clauses. You can bring your MHP owner to court over an unfair lease condition. The court will decide if the lease clauses are fair. (RPL section 235(c))

Tips to protect yourself:

- Before you sign, carefully read your lease and all riders, including any rules or regulations.
- Do not rely on oral promises. Make sure that all promises and agreements are written in the lease before you sign it.
- Consult an attorney if you have any questions about your lease.



Lease renewal

Your MHP owner is required to offer you an opportunity to renew your lease for at least 12 months. They must make the offer in writing, no later than 90 days before your existing lease expires.

If you do not have a lease, your MHP owner must offer you the opportunity to sign a lease for a minimum of one year. They must offer you a lease renewal every year you are in the MHP, on or before October 1.

If you wish to renew your lease under the offered terms, you must sign and return the offered lease to the MHP owner within 30 days after receiving it.

MHP rules and regulations

Your MHP owner must give you a copy of all park rules and regulations at the beginning of your occupancy. They must also post the rules and regulations in a conspicuous place on the park grounds. Your MHP owner cannot enforce rules and regulations which are either not posted conspicuously or given to park tenants at the time they move in. They cannot put any condition in your lease that is inconsistent with a park rule or regulation that is in effect at the beginning of the lease. (Real Property Law section 233(e))

Park rules and regulations cannot be unreasonable, arbitrary, or capricious. They must be applied uniformly to all park residents.

Your MHP owner can change any rule or regulation, but must give you at least 30 days' advance written notice of the change. If they make a change that is inconsistent with an existing lease provision, they can apply the change only when tenants sign a new lease or to those who do not have a lease. Your MHP owner can only apply changes inconsistent with an existing lease provision upon renewal of the lease.

Rent, fees, charges, and assessments

All of the fees, charges, and assessments, including rent and utility charges, that your MHP owner charges must be reasonably related to actual services delivered. The MHP owner must disclose all these costs to you in writing before you move into the park.

No extra charges

You cannot be charged for anything other than rent, utilities and charges for facilities and services actually provided. For example, you cannot be charged an “entrance fee” to move into a park unless the park owner actually provides some service related to moving in.

In addition, your MHP owner cannot charge you extra for additional family members, pets, or guests unless the extra charge is related to the actual cost of the service they provide.

Nonpayment of undisclosed charges

You cannot be evicted solely because you refuse to pay an undisclosed fee, charge, or assessment. (Real Property Law section 233(g))

No undocumented increases

Your MHP owner cannot increase your rent or utilities, or charges for facilities and services, unless they have offered you a lease as required by RPL section 233(g)(3).

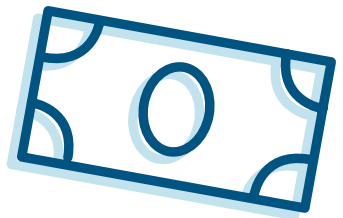
Rent increases

Starting in July 2019, your MHP owner cannot raise your rent more than three percent per year, unless their costs have increased. Rent is defined as meaning all rent, fees, charges, assessments, and utilities.

Your MHP owner is allowed to increase your rent by up to six percent if their expenses increase due to any of the following:

- operating costs
- property taxes
- costs directly related to capital improvements in the park

In general, a rent increase is considered justifiable if it does not exceed your pro-rata share (equal portion) of operating costs and property taxes.



If your MHP owner wishes to increase your rent above six percent:

- The MHP owner must claim a temporary hardship from the court.
- The court must find that there is a temporary hardship and state the factors it based the decision on.
- The court can grant an increase greater than six percent for a maximum of six months.
- The court may require that the MHP owner justify such a rent increase by repairing conditions in the park that threaten the health and safety of MHP tenants.

You as a tenant can challenge a proposed rent increase that would increase your rent above three percent within 90 days of the proposed increase. You must bring a lawsuit in the supreme court where the park is located, seeking a declaratory judgment that the rent increase is unjustifiable. (RPL section 233(b))

Payments of real property tax

Your MHP owner may have to adjust your rent if you have certain tax-related circumstances, including any of the following:

- You pay real property taxes.
- You receive a veteran's or senior tax exemption.

For more information, visit the page on homeowners' property taxes at the Department of Taxation and Finance site. (RPL section 233(w)) (<https://www.tax.ny.gov/pit/property/star/manufactured-home-change.htm>).

Security deposits

Your MHP owner likely requires that you give them a security deposit. Your MHP owner can require only a security deposit equivalent to one month's rent.

They are required by law, regardless of the number of units or lots in their park, to treat your security deposit as a trust fund that belongs to you. Your MHP owner cannot mingle your deposit with their own money.

If your MHP has six or more lots for manufactured homes, your MHP owner must also put all security deposits in New York bank accounts earning interest at the prevailing rate. Whenever your MHP owner puts your security deposit in a bank account, they must:

- inform you, in writing, of the bank's name and address and the amount of the deposit
- give you the option of being paid the interest on your security deposit each year, having the interest applied to rent, or being paid the interest at the end of your lease (RPL section 233(g)(4))

Administrative expenses

Your MHP owner is entitled to annual administrative expenses of one percent of the interest of your security deposit. All other interest earned on the deposit belongs to you.

Damages

Your MHP owner can use the security deposit only as reimbursement for damage to the home or lot, or as reimbursement for any unpaid rent.

Deposit refund

The entire amount of the security deposit should be refunded to you when you vacate the premises, except for reasonable and itemized costs due to any of the following:

- nonpayment of rent
- damage you caused beyond normal wear and tear
- nonpayment of utilities that you agreed to pay directly to the landlord under the lease
- moving and storage of your belongings (General Obligations Law section 7-108)

Within 14 days after you have vacated the premises, your MHP owner must provide you with an itemized statement indicating the basis for the amount of the deposit retained, if any, and must refund you any remaining portion of the deposit. If your MHP owner fails to provide you with the statement and deposit within this time, they forfeit any right to retain any portion of the deposit. (General Obligations Law section 7-108)

Receipts for your rent payments

Your MHP owner must provide you with a written receipt when you pay your rent in cash, or in any way other than a personal check. The receipt must be signed by the person receiving the rent and must state:

- payment date
- amount paid
- period for which the rent was paid
- lot or manufactured home number (Real Property Law section 233(q))

Late charges

Your MHP owner can only charge you for paying your rent late if there is a specific provision in your lease or in the park rules and regulations allowing this charge. Even if there is such a provision, your MHP cannot collect a late charge on any rent payment you make up to 10 days after the due date. In addition, the late charge cannot be more than three percent of the delinquent payment. (RPL section 233(r))

Late charges cannot be compounded and cannot be considered additional rent. This means that you cannot be evicted for not paying **late fees** – only for not paying your rent. For more about eviction, see pages 19-21.

Attorneys' fees

Many MHP owners include a lease provision allowing them to collect attorneys' fees from tenants. If your lease includes this provision, you have a similar right: If you successfully sue your MHP owner or win a case they bring against you, you automatically have the same right to recover reasonable attorneys' fees and expenses from your MHP owner, whether or not the lease says so. (RPL sections 233(o), 234)



In addition, your MHP park owner or manager are entitled to attorney's fees or expenses only if they are awarded by a court order. Your MHP owner or manager cannot even demand that you pay the attorney's fees or expenses unless they have a court order. (RPL section 233(o))

Tenants' organizations and cooperatives

You and other tenants have the legal right to organize and to form, join, and participate in tenants' organizations, such as MHAs, to protect your rights. Tenant groups have the right to meet at reasonable hours in any common area in their park. (RPL section 230)

Tenants' organizations can seek to purchase a park and form a manufactured home cooperative (co-op).

Residents' right of first refusal to purchase their MHP

If your MHP owner either markets your park for sale or is considering a bona-fide offer on the park, you and other tenants have the right to purchase the park yourselves.

If the MHP owner receives a bona-fide offer to purchase the park, they must notify the officers of the MHP's homeowners' association (MHA) of all the terms of the sale. If there is no MHA, the MHP owner must notify the commissioner of HCR, plus all homeowners in the park. The notice must include:

- purchase price
- material terms and conditions of sale
- homeowners' right to organize an MHA or cooperative (co-op) within the park
- possible availability of purchase financing from NYS HCR

Important timelines

If an MHA exists at the time of the offer: Within **60 days of receipt of the notice**, the MHA must notify the MHP owner of the intent to purchase the park. After providing this notice within this timeline, the MHA has the right to purchase the park on the same terms and conditions stated in the notice within **140 days of receipt of the notice**.

If no MHA exists at the time of the offer: You and other park homeowners must notify the MHP owner of your intent to buy the park **within 60 days of receipt of the notice**. This notice must be **signed by greater than 50 percent of all homeowners within the park**.



Homeowners have the right to form an association (incorporated or not). Fifty percent of all homeowners must consent to form the MHA. (RPL section 233(a))

Retaliation

Your MHP owner cannot harass or punish you for exercising your rights. They cannot seek to evict you only because you do any of the following:

- complain in good faith to a government agency about a violation of any health or safety laws
- take good-faith actions to protect your rights under your lease
- participate in a tenants' organization

You can collect damages from park owners who violate this law, which applies to all parks with four or more units. (RPL section 223(b), 233(n))

Eviction

Eviction means the process of your MHP owner forcing you to move and regaining possession of a manufactured home or lot. To evict you legally, your MHP owner must sue in court and win the case.

Only a sheriff, marshal, or constable can carry out a court-ordered warrant for eviction. (Real Property Actions and Proceedings Law (RPAPL) sections 749, 768)

Your MHP owner cannot do any of the following to you:

- evict you by force or unlawful means
 - use threats of violence
 - remove your possessions
 - lock you out of the home
 - turn off your essential services, such as water or heat
- (RPL sections 233(p), 235)

Your MHP owner or manager cannot engage in action that interferes with your comfort, repose, peace, or quiet in your use of the property to force you to vacate. An MHP owner or manager could be fined a civil penalty of \$1,000-10,000 per violation by a court. (RPAPL section 768)

If you are evicted from a manufactured home or lot in a forcible or unlawful manner, you are entitled to recover triple damages in a legal action against the wrongdoer. (RPAPL sections 713, 853)

Grounds for eviction

Under a 2019 amendment in the law, your MHP owners can evict you only for **good cause**. If you have not given good cause for eviction, your MHP owner must renew your lease. If your MHP does not offer you a renewal lease, the terms of your previous lease carry over.

As a tenant in an MHP, you can be evicted only on the following good-cause grounds:

- nonpayment of rent, provided you have received a written demand for the rent at least 30 days before the start of the eviction proceeding (the eviction proceeding, however, will be ended if your MHP owner accepts your payment of delinquent rent and allowable costs before the court reaches a judgment)
- use of the manufactured home or lot for illegal purposes
- violation of federal, state, or local law that threatens other residents' safety and welfare
- violation of lease terms or valid park rules or regulations, provided you have failed to correct the violation within 10 days of receiving written notice from the MHP owner. If you or anyone occupying the home is deemed a persistent violator of the lease or park rules or regulations, the MHP owner can serve you with a notice to vacate the premises within 30 days, after which the MHP owner can initiate a court proceeding for eviction. The court will grant an additional 30 days for you to correct the violation before issuing a warrant of eviction, unless the MHP owner has proven to the court that you are an objectionable occupant (in previous court cases, tenants who have engaged in harassing behavior toward the MHP owner or used profanity in front of children were found to be objectionable by the court)
- change in the use of the land, as long as the park owner provides written notice, by certified mail or delivered personally, of the proposed change in the use of the land. (RPL section 233(b))

MHP owner's change in use of the park

Your MHP owner can change the use of their land, as long as they notify you in writing (personally or by certified mail) of the following:

- that they are making a proposed change in use
- that you must find other accommodations as a result of the change

The MHP owner must wait two years after notifying you of the proposed change in use before starting eviction proceedings. When buying a park, the prospective MHP owner must certify if they will change the use of the park. If the purchaser certifies that there will be no change in use, but later changes their mind, they cannot start evictions because of the change of use until five years after the purchase of the park.

If you own your manufactured home and must move because of your MHP owner's change in use, your MHP owner must pay you up to \$15,000, pursuant to a court order. The court will calculate the amount of the payments to you and other homeowners. The payments will consider:

- cost of relocation of the manufactured home
- number of homeowners who will need to receive these payments
- purchase price of the park
- value of the land
- value of the development rights to the land
- any other factors the court determines are relevant

Warrant of eviction

If you are served with legal papers in an eviction proceeding:

- You will have the opportunity to appear in court and explain to the judge why you should not be required to move.
- You may wish to consult an attorney to protect your legal rights if the MHP owner seeks to evict you from the park.

Never ignore legal papers.

If you do not appear in court on the date and at the time specified in the legal papers, or if the judge decides against you, the court will issue a **warrant** for your eviction. The warrant is given to the county sheriff, or city marshal or constable. The warrant is the formal order of the court requiring you to move. It must be served by the sheriff, marshal, or constable.

The warrant will give you a specific time within which you must voluntarily move. If you do not move before the end of the time stated in the eviction warrant, the sheriff, marshal, or constable is then authorized by law to physically remove:

- you
- anyone else occupying the home
- your personal belongings
- the manufactured home itself (if you own the home)

The deadlines to vacate are:

- **72 hours** if you rent your home
- **30 days** if you own your home and are being evicted for nonpayment of rent
- **90 days** if you own your home and are being evicted for any other reason (this may be shortened to 30 days if your violation poses an imminent threat to the health, safety, or welfare of the other residents)



Letting others use your manufactured home

Subletting

A sublet transfers only a portion of your legal interest in your MHP to another person. If you have a lease and live in a park with four or more manufactured homes, you have the right to sublet with your MHP owner's advance consent, even if the lease says otherwise.

If you wish to sublet, you must send a written request to your MHP owner by certified mail, return receipt requested. The request must contain all of the following information:

- the length of the sublease
- the name and home and business addresses of the proposed subtenant
- your reason for subletting
- your address during the sublet
- the written consent of any co-tenant or guarantor
- a copy of the proposed sublease together with a copy of your own lease, if available

Timing

Within 10 days after you mail this request, your MHP owner can ask for additional information to help make a decision. Your MHP owner cannot require additional information that is unreasonably difficult for you to get.

Within 30 days after you mail your request to sublet, or mail the additional information requested by your MHP owner, whichever is later, your MHP owner must send a notice of consent, or reasons for denying consent. If your MHP owner fails to send this written notice on time, this is considered consent to sublet.

MHP owners cannot do any of the following:

- have a blanket rule against subletting
- require the proposed subtenant to provide unreasonably detailed financial information
- deny a sublet because there is a waiting list to get into the park

Grounds

If your MHP owner denies the sublet on **reasonable** grounds, you cannot sublet to that proposed subtenant and the park owner is not required to release you from your lease. If your MHP owner denies the sublet on **unreasonable** grounds, you can sublet. If a lawsuit results and a judge rules that your MHP owner denied the sublet in bad faith, you can recover court costs and attorney's fees.

When considering subletting your home, remember that you remain primarily liable for the lease obligations.

If you sublet without following these procedures, your MHP owner may have grounds to evict you. (RPL sections 233(t), 226(b))

Assigning your lease

Assigning a lease transfers your entire remaining lease term, and all lease obligations, to the new tenant. Your right to assign a lease is much more restricted than your right to sublet.

You cannot assign your lease without your MHP owner's written consent. Your MHP owner can withhold this consent without cause. If your MHP owner reasonably refuses consent, you cannot assign your lease. You are not entitled to be released from the lease.

If the MHP owner **unreasonably** refuses consent, you are entitled to be released from the lease after 30 days' notice. (RPL section 233(t)(l))

If you make an assignment that does not comply with the law, your MHP owner may have grounds to evict you.

Sharing your manufactured home

Even if you are the only tenant named in your lease, you can share your manufactured home or lot with immediate family, one additional occupant, and the occupant's dependent children. Your MHP owner cannot restrict occupancy of the home or lot to only the tenant named in the lease, or to that tenant and their immediate family.

Multiple tenants

If your lease names more than one tenant, these tenants may share the home with their immediate families. If one of the named tenants moves out, another person and their dependent children can replace that named tenant. At least one of the tenants named in the lease, or their spouse, must occupy the shared home as a primary residence.

Notice of new occupants

If any other occupant moves into your home, you or the other tenants named in the lease must inform your MHP owner of the name of any occupant within 30 days after the occupant has moved into the home or within 30 days of your MHP owner's request for information.

Unnamed occupants

If all of the tenants named in the lease move out, the remaining occupants may not have the right to continue in occupancy without the MHP owner's express consent.

Overcrowding

An MHP owner can limit the total number of people living in a manufactured home to comply with legal overcrowding standards. This must be done without referring to the ages of the occupants or the legal relationship between them.

If your MHP owner violates this law, you can sue them for an injunction, actual damages, and court costs. (RPL sections 233(s), 235(t))

Health and safety

You have the right to privacy within your manufactured home. If you are the owner of the home, the MHP owner cannot enter your manufactured home without your prior consent, except in an emergency. If you rent your manufactured home, the park owner cannot enter except with reasonable notice and during reasonable hours. (RPL section 233(g))

Warranty of habitability from your MHP owner

As an MHP tenant, you are entitled to a livable, safe, and sanitary park, including all common areas, roads, the lot, and the home (if you also rent your home). This is called a **warranty of habitability**. Your lease cannot include any terms denying these rights.

For example, your MHP owner is violating this warranty if they do not provide water or other essential utility services, or do not repair sewer problems. Your MHP owner cannot willfully or intentionally fail to provide any service or facility, once they have agreed to do so. (Real Property Law sections 233(m), 235-b)

In emergencies, you and other tenants can make necessary repairs and deduct reasonable repair costs from your rent. Keep all receipts for such repairs.

Your MHP owner must have a permit that shows the park meets requirements for:

- fire safety
- utilities, including water supply, sewage facilities, electricity, gas and fuel oil
- site size
- manufactured home stands and anchoring
- trash storage and disposal

If you have problems in any of these areas, contact your health officials. Your best contact may be your county's Department of Health. (New York State Sanitary Code; 10 NYCRR part 17)

If you have a rent-to-own contract, your contract must clearly state that you are occupying a rented home until ownership is transferred, and that your MHP owner and operator is responsible for compliance with the warranty of habitability, including but not limited to all major repairs and capital improvements.

Your MHP owner must have a permit, issued by the state or the local county health department, in order to operate an MHP.

Access

As long as you comply with local building codes, your MHP owner cannot:

- restrict access or charge a fee to repairers, suppliers, or service people coming into the park
- restrict the making of any interior improvement to your manufactured home if you own the home
- charge a fee for the installation of an electric or gas appliance in your home unless your MHP owner performs the installation at your request (RPL section 233(h)(2))

Installation charges

Your MHP owner cannot require you to buy skirting, tie downs, or any other equipment, supplies, or services from them. Your MHP owner can determine, by rule or regulation, the type or quality of such equipment. They can require you to purchase this equipment but you can select the merchant. (RPL section 233(h)(l))

Emergency contact person

Your MHP owner must designate an agent in or near the park to ensure the availability of emergency services in the park. The agent's name, address, and telephone number must be posted in a conspicuous location in the park and also be given, in writing, to you and all other park tenants, as well as to local officials. (RPL section 233(l))

Notice of service interruptions

To permit you to make appropriate arrangements, your MHP owner must give you reasonable notice, whenever possible, of any planned disruption of necessary services. (RPL section 233(k))

MHP owner negligence

Your MHP owner cannot put provisions in your lease that:

- exempt them from liability for injuries to persons or property caused by their or their employees' negligence
- waive your right to a jury trial in any lawsuit against them for personal injury or property damage (General Obligations Law section 5-321; RPL section 259(c))



Your rights as a homeowner

Your right to sell your home

If you own your manufactured home, you generally have the right to sell your manufactured home within a park, as long as you give your MHP owner 20 days' notice of your intent to sell, and the MHP owner must offer the buyer a new lease. The MHP owner cannot require you or the person who buys the home to remove the manufactured home from the park only because it is being sold.

Older homes

Some MHPs have rules requiring older homes to be removed from the park upon sale. These rules have not been declared illegal, except in some counties that have broadened homeowner protections.

MHP owner approval

Your MHP owner can reserve their right, in the lease or by rule or regulation, to approve the new purchaser of the manufactured home as a tenant for the time remaining on the lease. Your MHP owner cannot unreasonably withhold permission from you to sell it. They must offer the new buyer a one-year lease.

Reasonable grounds to refuse might include, for example:

- the purchaser's financial inability to pay the rent
- a reasonable determination, based upon the purchaser's prior tenancies, that they will not comply with the valid rules or regulations of the park

If your MHP owner rejects your prospective buyer as a prospective tenant, the MHP owner must inform you in writing of the reasons for rejection. You as the homeowner can recover legal costs and attorneys' fees if a court determines that the MHP owner acted in bad faith in withholding permission to sell the home.

Fee or commission

Your MHP owner cannot require you to pay a fee or commission to sell your home unless the park owner has acted, pursuant to a written contract, as your agent for the sale. (RPL section 233(i))

For-sale sign

Your MHP owner or operator cannot forbid you to display a for-sale sign on your manufactured home. They can, however, limit the maximum size of the sign to no larger than two feet by three feet, or to the size allowed by any law or government regulation or ordinance. (RPL section 233(f))

Your right to buy the home you want

An MHP owner cannot require you to buy a manufactured home from them, or from any particular dealer they have designated, to rent a space in their park. This protection should especially help homeowners who want to upgrade their homes from paying exorbitant prices. (RPL section 233(h)(4))

Federal and state standards for your home

The National Manufacturer Housing Construction and Safety Standards Act of 1974 sets federal standards for all equipment and installations in the design and construction of manufactured homes built after June 15, 1976. (24 U.S. Code of Federal Regulations (CFR) 3280.1 et seq.)

If you obtain the necessary financing to purchase a new manufactured home through either the Veterans Administration or the Federal Housing Administration, the manufacturer of your home must provide a one-year warranty.

Remember, if you are buying a new or used manufactured home, request and read carefully any manufacturer's or dealer's warranty and any contract before signing.

Warranty protection for your manufactured home

When you buy a manufactured home, three types of warranties protect you against economic loss caused by defects in a home or its components:

Written warranty

State law requires that any new manufactured home purchased in New York be covered by a written warranty. The warranty must state that the home is free from any substantial defects in materials or workmanship. If you, the buyer, notify the manufacturer or dealer of a defect in writing within one year of the home's delivery, the manufacturer or dealer must take appropriate action within 60 days of your notice.

Each manufacturer can choose to provide additional written warranties. (General Business Law section 723)

Nonstructural items, such as dishwashers, washers and dryers, furniture, rugs, and so forth are often separately covered by warranties from their individual manufacturers.

Express warranty

An express warranty can apply to a new or used manufactured home. This type of warranty can be created in any of three ways:

- the seller's statement or promise
- the description of the manufactured home
- the use of a sample or model (Uniform Commercial Code section 2-313)

Implied warranty

A warranty of merchantability, or implied warranty, covers everything necessary to make the home fit for the ordinary purpose for which it will be used and for which it was designed. (Uniform Commercial Code section 2-314)

A warranty is implied if you, as a buyer, were promised or shown something that played a large part in your decision to purchase a particular manufactured home. If the seller's promise was never fulfilled, or the description or model differed from what you ultimately received, they may have violated the law.

If you are buying a manufactured home, insist on getting in writing all statements about the quality of the manufactured home or the seller's promises to guarantee, fix, or change any items.

If you believe that the seller of your home has violated any written, express, or implied warranty has been breached:

- Notify the dealer in writing immediately.
- Explain the problem.
- Ask for a remedy.

Rent-to-own contracts

A MHP tenant with a rent-to-own contract has all of the rights and protections for MHP tenants outlined in this document.

Proof of ownership

An MHP owner or manager cannot offer or sign a rent-to-own contract unless they have documentation of ownership of the manufactured home, including a certificate of title to the home or bill of sale sufficient to establish ownership.



Terms

Every rent-to-own contract must be in writing and clearly state all terms, including:

- a description of the home (manufacturer, serial number, year of manufacture)
- the site where the home is located in the park
- an itemized statement of any payments to be made during the contract (including the initial lot rent, the rental amount for the home, and the amount of rent-to-own payments)
- the term of the agreement
- any liens or security interests encumbering the home, if applicable
- the amount of any additional fees during the term

No added fees

A rent-to-own contract cannot require you, the tenant, to pay any additional fees for transfer of ownership at the end of the lease period. The rent-to-own contract must state that, if you pay all rent-to-own payments and other fees in the contract during the lease term, title will be free of any superior interests, liens, or encumbrances.

Appropriate valuations

Valuations used to determine the fair market value of the home when you enter the rent-to-own contract must be based on the information provided by an independent system, entity, publication, or publications that provide valuation information for manufactured homes. These valuations must be adjusted, as appropriate, by reasonable and identifiable regional market data, such as location, park-specific amenities, trends, and comparable sales.

Early termination

If your tenancy is terminated by your MHP owner during the term of your rent-to-own contract, the MHP owner must refund you all the rent-to-own payments made during the term of the contract. If your MHP owner or operator fails to refund such payments, a court can award you damages in the amount of the rent-to-own payments that have not been refunded. You can raise this issue in the eviction proceeding your MHP owner initiates to terminate your tenancy, or you can sue your MHP owner for the return of their funds in:

- small claims court if the refund amount is less than \$10,000
- supreme court if the refund amount is more than \$10,000

Violations

If your MHP owner violates these terms or wrongfully evicts you, a court may award you damages, including triple your economic damages. These damages can include all rent-to-own payments, reasonable attorney fees and costs of litigation, and other equitable relief.

If your MHP owner violates this law, you have the unconditional right to cancel the rent-to-own contract and receive immediate refund of all payments and deposits. (RPL section 233(y))



Resources at the Office of the New York Attorney General (OAG)

Website

<https://ag.ny.gov>

Hotline

1-800-771-7755

Deaf or hard of hearing

1-800-788-9898

Executive offices

The Capitol
Albany, NY12224-0341
518-776-2000

28 Liberty Street
New York, NY 10005
212 416-8000

Fair housing



ag.ny.gov/fair-housing

Discrimination in housing



ag.ny.gov/housing-discrimination

More about rules for tenants and homeowners



ag.ny.gov/recovering-rent-security

Complain about violations of your rights

If your rights are violated under RPL section 233 (Manufactured Home parks rights and responsibilities), contact the state Division of Housing and Community Renewal (DHCR) toll free at **1-800-432-4210**.

If you have questions or believe you have been a victim of housing discrimination, contact:

- The OAG's Civil Rights Bureau investigates and prosecutes discriminatory policies and patterns or practices of discrimination throughout the state. File a complaint online with OAG: <https://ag.ny.gov/civil-rights-complaint>.
- The New York State Division of Human Rights handles individual complaints of discrimination. You have one year after an alleged violation to file a complaint: <https://www.hud.gov/reporhousingdiscrimination>.
- The U.S. Department of Housing and Urban Development (HUD) handles individual complaints of discrimination based on the federal Fair Housing Act. You have one year after an alleged violation to file a complaint: <https://dhr.ny.gov/report>.

The OAG also handles complaints about other matters concerning tenants' rights:

- The OAG's regional offices mediate tenants' complaints. When appropriate, OAG's regional offices bring legal actions against park owners.
- The Attorney General has enforcement authority when a park owner repeatedly or constantly violates the law.

File a complaint online with OAG



ag.ny.gov/tenant-complaint

You may want to consult a private attorney or legal services, such as Legal Aid.



Visit us:
<https://ag.ny.gov/mh-tenants>

Helpline:
1-800-771-7755

Deaf or hard of hearing:
1-800-788-9898